

COTTONWOOD HEIGHTS
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84147

Revised Request for Proposals

(Law Enforcement Vehicles—Due Friday, 16 August 2013 at 5:00 p.m.)

1. **Introduction.** The city of Cottonwood Heights (the “City”) is requesting proposals from qualified new automobile dealers to provide to a lessor (the “Bank”) designated by the City, approximately 41 law enforcement vehicles (the “Vehicles”) for the Cottonwood Heights Police Department (“CHPD”). It is the intent of this Request for Proposals (this “Request”) to set forth the minimum acceptable requirements for response to this Request.

This Request amends and restates, and entirely supersedes, a similar Request for Proposals first posted on the City’s website on or about 27 June 2013. All material modifications to the prior Request are contained in the Vehicle specifications shown on Attachment “A.”

2. **Description of Transaction.** To better assure dependability and reduced maintenance costs, every even-numbered fiscal (July 1 through June 30) year, the City completely rotates its fleet of CHPD Vehicles. The City leases, rather than purchases, the Vehicles on an operating (not capital) lease basis by: (a) selecting a bank or other qualified financing source (the “Bank”) to acquire new, fully-equipped Vehicles selected by the City from an authorized new vehicle dealer (the “Dealer”) located in Weber, Davis, Salt Lake or Utah County, Utah, that is selected by the City; (b) entering into a “Government Lease-Purchase Agreement” (the “Lease”) covering the Vehicles between Bank, as lessor, and the City, as lessee, which effectively will require the City to purchase the Vehicles upon expiration of the Lease (the “Repurchase Date”); and (c) simultaneously entering into a “Vehicle Repurchase Option Agreement” (the “Repurchase Agreement”) with the Dealer whereunder the City has the absolute right to require the Dealer to repurchase from the City and/or the Bank the Vehicles supplied by such Dealer on the Repurchase Date for a specified amount (the “Repurchase Price”). Copies of the Lease and the Repurchase Agreement for the City’s current fleet of CHPD Vehicles are available from the City upon request.

The lease of the Vehicles by the City from the Bank contemplated by this Request will extend from 1 July 2014 through 30 June 2016. The City intends to direct the Bank to purchase the Vehicles from the Dealer (i.e.—the successful responder(s) to this RFP).

3. **Detailed Description of the Vehicles.** The City requires approximately 29 patrol Vehicles (“Patrol Vehicles”) and 11 administrative/detective Vehicles (“Detective Vehicles”), described as follows:

3.1. **Acceptable Vehicles.** Patrol Vehicles must be new, previously-unregistered sedans, SUVs and trucks that are pursuit rated and meet CHPD specifications (see Attachments “A” – “C” hereto), as reasonably determined by the City. Detective Vehicles must be new, previously-unregistered vehicles that meet CHPD specifications (see Attachments “A” – “C” hereto), as reasonably determined by the City. All Vehicles shall be fully equipped with new emergency light and siren systems meeting federal and state standards for authorized emergency vehicles. Exterior color shall be black and interior color shall be dark grey, unless otherwise specified by the City. Approximately 75% of the Vehicles shall be fully marked with CHPD-approved insignia, etc., which markings (“Vehicle Graphics”) shall be vinyl-coated and

reflective to CHPD specifications. (See Attachments “B” – “C” hereto). Specifications for the Vehicles are more particularly described on Attachments “A” - “C” and any other bid sheets or other attachments hereto (the “*Attachments*”).

3.2. *Variations*. The specifications listed on the Attachments are not intended to be all-inclusive, but instead only establish a minimum equipment standard. Any additional optional equipment should be specifically identified in the response to this Request. Equivalent alternatives for the equipment specified in the Attachments may be acceptable but must be clearly identified in the response to this Request.

4. **Proposal Requirements**. Three copies of a response to this Request are required to be submitted to the City offices listed above to the attention of Linda Dunlavy, Deputy City Manager, no later than 5:00 p.m. (MDT) on Friday, 16 August 2013. Any response, modification, or amendment received after the due date and time will not be accepted. No electronic responses (facsimile, e-mail, or telegraphic) will be accepted. The proposer’s proposal must include or acknowledge, as applicable, the following and be signed by an authorized representative of the proposer:

4.1. *Purchase and Repurchase Terms*. Proposals must include sufficient detail of all material terms, including specific Vehicle descriptions, purchase price, amount due at signing, maintenance obligations, warranty coverage, licensing, and all other costs, fees, expenses and obligations necessary for the acquisition and operation of the Vehicles. If the proposal covers less than all of the Vehicles (due to the Dealer not being a licensed dealer for all of the specified line-makes), the proposal shall specify exactly which Vehicles it covers.

4.2. *Repurchase Agreement*. A condition of the purchase of the Vehicles from the Dealer is the Dealer’s simultaneous entry into the Repurchase Agreement whereunder the Dealer will irrevocably grant to the City and/or the Bank the right and option to require the Dealer to repurchase up to all of the Vehicles supplied by such Dealer for the Repurchase Price on or about the Repurchase Date; provided, however, that the Repurchase Price may be reasonably reduced as provided in the Repurchase Agreement for any excess odometer miles (above 36,000) on any Vehicles, at the rate of \$.20 per excess mile. The Repurchase Agreement shall be in the form required by the City, which substantially shall match the form of the current Repurchase Agreement available from the City, modified to address differences in the Dealer; the fleet of Vehicles supplied by the Dealer; the effective date and the Repurchase Date; the Repurchase Price; the excess mileage cost; etc.

4.3 *Warranty*. Each Vehicle must include a full warranty covering all parts, labor and other costs and charges for at least 18,000 miles per year and a total of 36,000 miles for the two-year term of the Lease. The warranty may exclude normal maintenance items such as oil changes, tires and brake pads, which shall be covered at the City’s expense. The City also will be responsible for damage to Vehicles occurring as a result of abuse or collision.

4.4. *Deadlines*. Responses to this Request must include all ordering and delivery deadlines related to factory production runs of the Vehicles.

5. **Identification of Anticipated Potential Problems**. The proposal should identify and describe any potential problems or recommendations with respect to providing the Vehicles.

6. **Evaluation Criteria and Scoring Process.** All proposals received will be reviewed by a selection committee of one or more individuals appointed by the City (the “*Selection Committee*”). In evaluating each proposal, the Selection Committee will utilize the following evaluation criteria, each of which has been given a percentage based on its relative value to the whole. The criteria and each associated percentage are as follows:

| <u>Evaluation Criteria</u> | <u>Weight</u> |
|--|----------------------|
| Price | 50% |
| Selection of Vehicle and Equipment | 25% |
| Ability to Timely Deliver Fully-Equipped Vehicles | 15% |
| Prior experience in governmental sale/lease transactions | 10% |
| TOTAL | 100% |

7. **Selection.** Discussions may be conducted with proposers determined by the City to be reasonably susceptible of being selected for award; provided, however, that proposals may be accepted without discussion. In addition, one or more proposers may be invited to interview. The above criteria will be used in the interview evaluation; provided that the Selection Committee may modify the interview criteria during the course of this process. If such modification occurs, each proposer being interviewed will be notified at least 24 hours prior to the interview of the revised criteria. Based on the results of the interview, if any, and proposal scoring, the proposers will be rated by the selection committee, and such recommendations will be forwarded to the City’s manager (the “*Manager*”). The Manager will make the final selection, with or without additional consultation with the City’s city council. The Manager may select one or more proposers to provide the Vehicles hereunder.

8. **Purchase Order.** The City will issue a purchase order for the Vehicles, together with other required documentation.

9. **General Information.** The City reserves the right to expand or reduce the actual number of Vehicles ordered by five (5) vehicles (the total number of Vehicles purchased may range from 37-47 vehicles) based on needs, price and terms. The actual quantity of marked and unmarked cars and the number of trucks may vary as directed by the City. The City reserves the right to reject any and all responses to this Request. The City reserves the right to amend, modify or waive any requirement set forth in this Request. Response to this Request is at the proposer’s sole risk and expense. Except for information provided by the contact person described below, the City has not authorized anyone to make any representations regarding the subject matter of this Request. The City anticipates selecting one or more of the responding proposers, but there is no guaranty that any responding proposer will be selected. Responses to this Request may be placed in public domain and become public record subject to examination and review by any interested parties in accordance with the Government Records Access and Management Act (UTAH CODE ANN. §63G-2-101, *et seq.*). All materials submitted in response to this Request will become the property of the City and will be managed in accordance with GRAMA.

10. **Contact Person.** For further information, contact Chief E. Robby Russo of CHPD as follows:

Address: 1265 East Ft. Union Blvd., Suite 100
Cottonwood Heights, UT 84147
Telephone: (801) 944-7100
E-mail: RRusso@ch.utah.gov

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Attachment “A” to Request for Proposals

The performance requirements of police vehicles differ from those of consumer vehicles. Police officers are in their vehicles ten times more than other drivers, are 1,000 times more likely to be parked at the side of the highway than civilian drivers, and are four times more likely to be involved in a crash than ordinary citizens. Moreover, a police vehicle is used in circumstances where high-energy crashes are more likely to occur.

Patrol Vehicle Standards:

Vehicle must be suitable for traffic standards of performance and other law enforcement operational needs and meet or exceed the following minimum standards of performance (specified in the Michigan State Police Report for current year 2013 Police Patrol Vehicle Evaluation and purchasing Program Report):

1. Acceleration: From 0-60 mph--Average time 9.6 seconds
 From 0-80 mph--Average time 16.4 seconds
 From 0-100 mph--Average time 27.1 seconds
2. Deceleration/Braking Rate: From 60-0 mph @ 27.28 ft/sec² (approximately 145.85 feet).
3. Top Speed. 110 mph in .58 mile or less.

The patrol vehicles shall include air conditioning and other standard equipment and options, and consist of:

4. Patrol Trucks. Ten (10) identical patrol trucks equipped with VLS Package “I” (see Attachment “C” for description of equipment package) and complete Vehicle Graphics (see Attachment “B”). The patrol trucks should be either:

Dodge Ram 1500 Dbbl Cab, Short bed, 4WD, V8; or
Ford F150 Dbbl Cab, Short bed, 4WD, ECO Boost V6.

5. Patrol Sedans. Fifteen (15) identical patrol sedans equipped with VLS Package “J” (see Attachment “C” for description of equipment package) and complete Vehicle Graphics (see Attachment “B”). The patrol sedans should be either:

Dodge Charger, 4-door, AWD, V8;
Dodge Durango AWD, V8;
Ford Explorer XLT, 4WD, V6; or
Ford Taurus Police Interceptor, 4-Door, AWD, V6.

6. K9 Trucks. Three (3) identical K9 trucks equipped with VLS Package “F” (see Attachment “C” for description of equipment package) and complete Vehicle Graphics (see Attachment “B”). The K9 trucks shall include air conditioning and should be either:

Dodge Ram 1500 Dbbl Cab, Short bed, 4WD, V8; or

Ford F150 Dbbl Cab, Short bed, 4WD, ECO Boost V6.

Detective Vehicle Standards:

Manufacturer must have a manufacturing plant within the United States with a 2013 National Highway Traffic Safety Administration (NHTSA) or Insurance Institute for Highway Safety four-star or greater overall safety rating. Must be compatible with aftermarket installation of police emergency and lighting equipment.

The detective vehicles shall include air conditioning and other standard equipment and options, and consist of:

1. Detective Vehicles. Nine (9) non-identical vehicles, in stock colors selected by City, equipped with VLS Package “K” (see Attachment “C” for description of equipment package). The detective vehicles should be either:

Dodge Challenger, AWD, V8;
Dodge Ram 1500 Dbbl cab, Short bed, 4WD, V8;
Ford F150 Dbbl Cab, Short bed, 4WD, ECO Boost V6;
Ford Mustang, V8;
Toyota 4-Runner SR5, V6;
Toyota Tacoma Dbbl Cab, Short bed, 4WD, V6; or
Toyota Tundra Dbbl cab, Short bed, 4WD, V8.

2. CSI and Animal Control. Three (3) identical vehicles equipped with VLS Package “C” (see Attachment “C” for description of equipment package) and complete Vehicle Graphics (see Attachment “B”). These vehicles should be either:

Dodge Durango, AWD, V8;
Ford Explorer XLT, 4WD; V6; or
Toyota 4-Runner SR5, 4WD, V6.

3. Administration SUV. One vehicle equipped with VLS Package “C” (see Attachment “C” for description of equipment package). This vehicle should be either:

Dodge Grand Cherokee Limited, 4WD, V8;
Ford Expedition XLT, 4WD, V8;
Ford Explorer Limited, 4WD, V6;
Toyota 4-Runner SR5, 4WD, V6; or
Toyota Sequoia SR5, 4WD, V8.

Attachment “B” to Request for Proposals

Police Vehicle Graphics:

- A. All artwork must be prepared with 3-dimensional effects at high resolution to precisely match existing graphics (including size, color, art, effects, and detail) on the 2012 CHPD fleet.
- B. All graphics will be printed with an HP 6-color latex printer using HP 792 ink on 3M IJ680 reflective vinyl (and 3M IJ 180CV3 where required) and heat laminated with 3M 8519 cast vinyl laminate.
- C. All work (including artwork preparation, and installation of graphics) will be performed by employees with no fewer than five years’ experience installing and preparing graphics for emergency vehicles.
- D. All work must carry a warranty against defect and/or defective workmanship for no fewer than five years.
- E. No hand-trimming or cutting may be done on the graphics after they have been installed onto the vehicles.
- F. All graphics must be applied underneath (not trimmed to the edge of) any removable hardware attached to the vehicle—meaning all door handles, molding, mirrors, antennas, lights, and emblems must be removed prior to installation of graphics and reattached and/or reassembled afterward.
- G. All graphics must be printed and installed within a clean, temperature and humidity controlled environment.
- H. All vehicles must be transported by the graphics company to and from all other vendors handling emergency equipment, lighting, radios, etc. as needed or necessary.

Attachment “C” to Request for Proposals

CHPD Vehicle Equipment Specifications

Each Vehicle must have an automatic transmission and be equipped with the specified equipment package described below, which are fully compatible with existing CHPD operating systems. All equipment shall be specified by manufacturer, model number, etc. in the proposal.

All equipment must be obtained and installed by Vehicle Lighting Solutions (“VLS”) of Draper, UT, pursuant to existing State of Utah contract numbers AR356—Standardized Equipment on Vehicles, and MA289—Emergency Vehicle Products. The City requires the successful proposer to proceed under such state contracts for purchasing and installing the equipment to assure standardization on parts, model compatibility, service and technical support.

Each equipped vehicle is subject to inspection and approval by a City-approved installation technician and CHPD officer.

Pursuant to the above-referenced State of Utah contracts, each system shall be warranted by the manufacturer to the user to be free from defects in material or workmanship for a period of at least 24 months from the date of purchase; i.e., during the entire Lease term.

1. **VLS Equipment Package “C”** (One [1] CSI Vehicle; Two [2] Animal Control Vehicles; One [1] Administration Vehicle):

This package includes a Whelen LED front window light; Whelen hand-held siren and lighting controller; Whelen LED hideaways for tail lights; Whelen LEDs and mounting brackets for grill and rear side protection; Whelen LED rear window light; Whelen headlight flasher; Whelen siren speaker and bracket; Tactical Security Drawer with dividers/carpet kit/combination lock; and Havis Charge Guard. Please refer to detailed specifications for individual items.

2. **VLS Equipment Package “F”** (Three [3] K9 Trucks):

This package includes a Whelen LED light bar; Whelen CanTrol System with K9 heat alarm integration; Whelen LED Hideaways for tail lights; Whelen LEDs for bumpers mounted at 45 degrees; Whelen LEDs for side mirrors; Whelen siren speaker and bracket; Whelen headlight flasher; aluminum dog kennel with door panels and window guards, water dish, and fan; bed slide; custom configured storage system for bed slide; Havis Shields equipment console; Havis Shields heavy duty laptop stand; Havis Shields UT-101 universal laptop tray with lock; Havis Shields Charge Guard; Unity spot light; Brooking 12 volt outlet box; and ARE shell with matching paint. Please refer to detailed specifications for individual items.

3. **VLS Equipment Package “I”** (Ten [10] Patrol Trucks):

This package includes a Whelen LED light bar; Whelen CanTrol System; Whelen LED Hideaways for tail lights; Whelen LEDs for bumpers mounted at 45 degrees; Whelen LEDs for side mirrors; Whelen siren speaker and bracket; Whelen headlight flasher; Setina single free

standing weapon rack; Havis Shields equipment console; Havis Shields heavy duty laptop stand; Havis Shields UT-101 universal laptop tray with lock; Havis Shields Charge Guard; Unity spot light; Brooking 12 volt outlet box; Tactical Security Drawer with dividers, carpet kit and combination lock; and ARE tonneau cover LSII with matching paint. Please refer to detailed specifications for individual items.

4. VLS Equipment Package “J” (Fifteen [15] Patrol Sedans):

This package includes a Whelen LED light bar; Whelen CanTrol System; Whelen LED Hideaways for tail lights; Whelen LEDs for grill mounted at 45 degrees; Whelen siren speaker and bracket; Whelen headlight flasher; Custom Cage Inc. 1/3 cage; Santa Cruz weapon lock system; Setina metal bar window guard; Jotto Desk vehicle specific equipment console; Havis Shields heavy duty laptop stand; Havis Shields UT-101 universal laptop tray with lock; Havis Shields Charge Guard; Unity spot light; and Brooking 12 volt outlet box. Please refer to detailed specifications for individual items.

5. VLS Equipment Package “K” (Nine [9] Detective Vehicles):

This package includes a Whelen vehicle specific LED front window light; Whelen rear LED light mounted with no holes; Whelen LED Hideaways for tail lights; Whelen LEDs, mounting brackets and flanges for grill lights; Whelen siren speaker and bracket; Whelen headlight flasher; Whelen full function siren and lighting controller; Havis Shields equipment console; Havis Shields Charge Guard; Brooking 12 volt outlet box; Tactical Security Drawer with dividers, carpet kit and combination lock; and ARE tonneau (trucks) cover LSII with matching paint. Please refer to detailed specifications for individual items.